
STANDARD BIDDING DOCUMENT

**(REQUEST FOR PROPOSAL FOR CONSULTANCY SERVICES)
(FOR GUIDANCE AND ASSISTANCE)**

**FAISALABAD INSTITUTE OF
CARDIOLOGY, FAISALABAD**

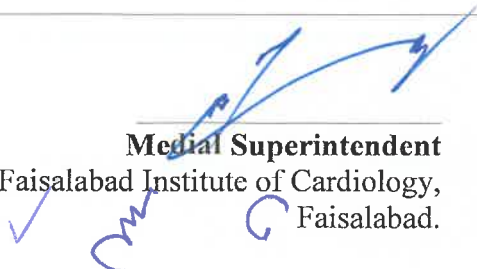
Foreword

1. The text shown in *Italics and in brackets []* is “Notes to the Procuring Agency”. It provides guidance to the Procuring Agency in preparing a specific RFP. This should be deleted from the final RFP issued to the shortlisted Consultants. The text shown in brackets { } is instructions to the bidding Consultants to submit the Proposals which should be deleted while submitting the Proposals.
2. This Standard RFP can be used with different selection methods including Quality and Cost-Based Selection (“QCBS”), Quality-Based Selection (“QBS”), Selection under a Fixed Budget (“FBS”), and Least-Cost Based Selection (“LCS”).
3. The use of this STANDARD RFP is not required for selection of Short Consultancies.
4. The Standard RFP primarily includes two standard forms of Contract: one for time-based assignments and the other for lump-sum assignments. The prefaces to these two Contracts indicate the circumstances in which their use is most appropriate.

Note: *This Request for Proposal (RFP) for Consultancy Services, National and International, is uploaded for assistance and guidance which may be modified and used as per particular need of the Procuring Agency. The important thing is not to miss the main points and compliance of Punjab Procurement Rules 2014 (PPR -14). In case of conflict between this Document and Punjab Procurement Regulatory Authority Act-2009 (PPRA Act-09) and PPR-14, provisions of PPRA Act-09 and PPR-14 shall prevail.*

TERMS & CONDITIONS**COMPLETE REPORT REGARDING EVALUATION / INSPECTION OF EXISTING ELECTRICAL WIRING AND DISTRIBUTION (LT & HT) PANEL OF ALL BUILDING FIC, DOCTOR HOSTEL AND NURSING HOSTEL AND TO PUT UP ANY IMPROVEMENT / CHANGES ALONGWITH COST ESTIMATE.**

1	Any offer not received as per terms and conditions of the tender enquiry is liable to be ignored. No offer shall be considered if. <ul style="list-style-type: none"> • Received without earnest money. • If received after the time and date fixed for its receipt. • Unsigned tender will not be entertained. • If offer is ambiguous • Conditional offer will not be considered. • The offer will not be entertained from a firm, blacklisted from Health Department (Purchase cell), C&W Department of any Government Department / Institution. • The firm will submit under taking on stamp paper worth to Rs. 100/- • The offer is received by fax. • Offer received with shorter validity than required in the tender enquiry.
2	The purchaser / client department is the Faisalabad Institute of Cardiology
3	The contracting form shall be responsible to complete all works, & their accessories (complete in all respects)
4	The quoted cost should be inclusive of all taxes such as Income tax and PST etc. Payable to the Government.
5	The material, machines, equipment & spare parts, required for the said work (if needed) shall be at the cost of the contacting firm.
6	The Tenderer shall furnish complete information and particulars as specified in the invitation of advertised tender.
7	In case the contacting firm fails to complete of the above mentioned work within the stipulated period the work order would be cancelled unless there is prior extension in period by the competent authority.
8	The person signing the tender on behalf of the tenderer must specify his authority, that is to say, whether he signs as the Sole Proprietor, Active Managing Partner, Managing Director, Acting Director, Manager, Secretary.
9	The contractor will pay the cost of any repair/ replacement of damage done to any part of building during the execution of work.
10	The firm will submit a detailed account of its past experience.
11	The firm will submit Staff member list and detail of education and experience.
12	The firm will submit Bank Statement of at least 03 years showing its strong financial standings should have at least.
13	The firm will submit 10 years past experience.
14	The firm will submit NTN Number.
15	The firm should register with Pakistan Engineering Council as a consultant for above said job.
16	The firm will submit work shop status.
17	The firm will submit List of Tools available.


Medical Superintendent
 Faisalabad Institute of Cardiology,
 Faisalabad.

REQUIRE CONSULTANT FOR COMPLETE REPORT REGARDING EVALUATION / INSPECTION OF EXISTING ELECTRICAL WIRING AND DISTRIBUTION (HT & LT) PANEL OF ALL BUILDING FIC, DOCTOR HOSTEL AND NURSING HOSTEL AND TO PUT UP ANY IMPROVEMENT / CHANGES ALONG WITH COST ESTIMATE.

Tender price Rs. 2000/- (Non Refundable)

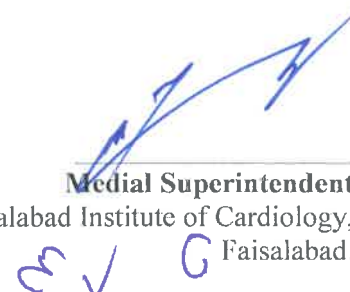
Earnest Money 2% of total amount in form of CDR.

Schedule for invitation of tender

Firm Name	
Selling date up to	04.09.2024
Opening date	05.09.2024
Time of Tender receiving	Up to 05.09.2024 till 11:00 AM
Date & Time of Opening	05.09.2024 at 11:30 AM

Note:

1. Contracting firm is required to conduct a thorough visit of premises and furnish a complete report at subject cited above.
2. Firm should be registered from P&D department in relevant field.
3. Rates quoted in bids will be for services and submission of findings.
4. No advance payment will be made. Payment will be subjected to submission of final report.
5. Offers not fulfilling tender inquiry shall straightway be ignored.
6. Offer shall remain valid for 90 days from the date of opening of tender.
7. No quoting firm would be allowed to withdraw its offer during the validity period or after awarded of contract / rate contract.
8. In case the offer is withdraw, amended or revised during the validity period of the offer, the earnest money is liable to be forfeited.
9. The contractors shall write a quoted amount in words (both numeric & alphabetically). Amount of the firm in percentage will not be considered, otherwise , the tender document will be considered cancelled.
10. Only computer typed bids will be acceptable hand written bids will be rejected straightway.
11. Technical & Financial bids will be submitted separately.
12. The bid should be according to PPRA Rules.
13. Bid forms can be downloaded from F.I.C website.


Medial Superintendent
Faisalabad Institute of Cardiology,
Faisalabad.

SCOPE FOR LT/HT BE AS FOLLOWS

LT & HT Panels / Panel Rooms

- Physical inspection of LT & HT panels as per international codes.
- Review of bus coupler functioning/ interlocking.
- Review of cable termination.
- Review of Existing Single Line Diagrams.

Verification of building installations

- Review of building installations electrical wiring.
- RCD testing etc.

Main Distribution Boards / Panels

- Detailed Physical inspection of distribution boards based on National Electrical Code & Standards.
- Recommendations against identified gaps.
- Review of wiring connections.

Earthing System

- Review of earthing system including physical inspection.
- Measurement of individual Earth Pit Resistance.

Testing of single phase sockets in Buildings/Floors

- Single phase socket testing should be performed on sample basis to identify any wiring problems such as phase – neutral reversal, absence of earthing conductor etc.

IR Testing of Main Power Cables.

- Measurement of insulation Resistance for critical load power cables from main Panel to area feeding main Distribution board. main incoming power cable should be tested.
- Verification of Maximum running load on main incoming power cables.

Thermography of electrical switchgear

- Thermography of LT Panels, DB's to identify excessive heating problem if any.


Tagging scheme / test records

- Review of tagging scheme.
- Lock out Tag out procedure review.
- Review of test record system.
- Review of work permit system.

Review of electrical safety signage

- Danger Notices/ warning signs.
- Notices for Arc Flash Warning Labels.

Cost estimation in case of up-gradation/replacement/addition of above said system.


Medical Superintendent
Faisalabad Institute of Cardiology,
Faisalabad.

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STANDARD REQUEST FOR PROPOSAL: SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

This Section is a template of a letter from the Procuring Agency addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: "Instructions to Consultants" and "Data Sheet". "Instructions to Consultants" contains provisions that are to be used without modifications. "Data Sheet" contains specific information and corresponds to the clauses in "Instructions to Consultants" that call for selection-specific information to be added. This Section provides information to help shortlisted Consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, Contract negotiation and award of Contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP and STP that are to be completed by the shortlisted Consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted Consultants, including the Consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: PPRA's Policy – Corrupt Practices

This Section provides shortlisted Consultants with the reference to the PPRA's policy in regard to corrupt practices applicable to the selection process. This Section is also incorporated in the standard forms of Contract (Section 8).

Section 7: Terms of Reference (TORs)

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This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to override provisions in Section 2.

CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

This Section includes two types of standard Contract forms: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC include clauses specific to each Contract to supplement the General Conditions.

Each standard form of Contract incorporates "PPRA's Policy – Corrupt Practices" (Section 6).

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REQUEST FOR PROPOSAL-TITLE PAGE

(For SELECTION OF CONSULTANTS)

["Notes to Procuring Agency" shown in italics in brackets [] throughout the text of this document are provided for guidance; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

Selection of Consulting Services for: *[Require Consultant for Complete Report Regarding Evaluation / Inspection of Existing Electrical Wiring and Distribution (HT & LT) Panel of All Building FIC, Doctor Hostel and Nursing Hostel and to put up any improvement / changes along with cost estimate]*

Procuring Agency: *[Faisalabad Institute of Cardiology, Faisalabad]*

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Section 1. Letter of Invitation (In case of Shortlisted Consultants)

for

Require Consultant for Complete Report Regarding Evaluation / Inspection of Existing Electrical Wiring and Distribution (HT & LT) Panel of All Building FIC, Doctor Hostel and Nursing Hostel and to put up any improvement / changes along with cost estimate

Request for Proposal(s) (RFP)

Date:

1. This Invitation for submission of Proposals follows the Procurement Planning Notice for this Project which appeared in [insert media] Issue No. [insert the issue No] dated [insert dates of issue of PPN]
2. The Government of the Punjab has set aside funds for the [insert the name of the PA] during the financial year [insert the year under financing]. It is intended that these funds will be used to cover eligible payment under the Contract for the [insert the name of the Contract]

or

The [Faisalabad Institute of Cardiology, Faisalabad.] has received a [loan/credit /grant] from the [name of financing institution] towards the cost of [Require Consultant for Complete Report Regarding Evaluation / Inspection of Existing Electrical Wiring and Distribution (HT & LT) Panel of All Building FIC, Doctor Hostel and Nursing Hostel and to put up any improvement / changes along with cost estimate], and it intends to apply this [loan/credit/grant] to cover eligible payments under the Contract for [insert name/no. of Contract / grant].

3. The [insert: name of PA] now invites proposals to provide the following consulting services: [Require Consultant for Complete Report Regarding Evaluation / Inspection of Existing Electrical Wiring and Distribution (HT & LT) Panel of All Building FIC, Doctor Hostel and Nursing Hostel and to put up any improvement / changes along with cost estimate]. More details on the services are provided in the Terms of Reference.
4. This Request for Proposal (RFP) has been addressed to the following short-listed Consultants: [insert: List of Short-listed Consultants]

or

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This Request for Proposal (RFP) addresses to all the shortlisted / Pre-qualified / eligible Consultants and determining the capacity and capability of the Consultants shall be the part of the technical proposal.

5. A firm will be selected under [*insert: Selection Method*] and procedures described in this RFP.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal [*select: FTP or STP*] - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – PPRA's Policy – Corrupt Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract [*select: Time-Based or Lump-Sum*]
7. Please inform us in writing and/ or in electronic form at the email address [*insert email address*]:

That you received the Letter of Invitation; and you will submit a proposal as individual firm or in JV form (as the case may be as per prequalification/short listing process).

Yours sincerely,



Section 2. Instructions to Consultants and Data Sheet

["Notes to the Procuring Agency": This Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Authority and not inconsistent with PPR-14, to address respective project or particular procurement issues, to supplement, but not override, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Procuring Agency" should be deleted from the final RFP issued to the shortlisted Consultants/ eligible Consultants].

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with, the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the jurisdiction of the province of Punjab, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Consultant" means individual consultant, a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.
- (d) "Contract" means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (e) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to override, the provisions of the ITC.
- (f) "Day" means a calendar day.
- (g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant/ Sub-Contractor or Joint Venture/ Consortium member(s).
- (h) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one

member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

- (i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (j) “ITC” (Section 2 of the RFP) means the Instructions to Consultants that provides—the Consultants with all information needed to prepare their Proposals.
- (k) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the Procuring Agency to the shortlisted Consultants.
- (l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (n) “RFP” means the Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the STANDARD RFP.
- (o) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (p) “STANDARD RFP” means the Standard Request For Proposal, which must be used by the Procuring Agency as the basis for the preparation of the RFP.
- (q) “Sub-Consultant” means an entity to whom the Consultant intends to sub-contract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.
- (r) “TORs” (Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the

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Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Agency named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from

providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-Contractors) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.

c. Conflicting relationships

- (iii) Relationship with the Procuring Agency's staff: a Consultant (including its Experts and Sub-Contractors) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt Practices

5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt practices as set forth in Section 6.

5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where

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declared or not), sub-Contractors, sub-Contractors, Consultants, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any short listing process, Proposal submission, and Contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.

6. Eligibility

6.1 Unless stated otherwise in the Data Sheet, The Procuring Agency permits Consultants (individuals and firms, including Joint Ventures, Consortium and their individual members from all countries (which fulfill the required criteria and registered with relevant authorities) except (countries to mentioned as per policy of the government) to offer consulting services for the project.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture/ Consortium members, Sub-Contractors, agents (declared or not), sub-Contractors, Consultants, suppliers and/or their employees meet the eligibility requirements.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or a Consultant declared blacklisted by the Procuring Agency or the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a Contract, during such period of time as determined in the Blacklisting Order or determined by the Authority whichever is later. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and Consultants of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions shall also be eligible as per provisions of PPR-14.

d. Restrictions for public employees

6.3.4 Government officials and civil servants are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government. However, they are eligible if they:

(i) are on leave, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave, resigning, or retiring

(in case of resignation or retirement, a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer, should pass before working as Consultants for the same agency); and

(iii) would not create a conflict of interest if hired.

B. Preparation of Proposals

7. **General Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. **Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the **Data Sheet**.
10. **Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Contract, the Procuring Regulatory Framework regarding corrupt practices.
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

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- 11. Only One Proposal**
- 11.1 The Consultant(including the individual members of any Joint Venture/ Consortium) shall submit only one Proposal, either in its own name or as part of a Joint Venture/ Consortium in another Proposal. If a Consultant, including any Joint Venture/ Consortium member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This condition also applies on a Sub-Consultant, or the Consultant's staff, Key Experts and Non-Key Experts not to associate with more than one Consultant.
- 12. a. Proposal Validity**
- 12.1 Proposals shall remain valid for the period specified in the **Data Sheet** after the Proposal submission deadline prescribed by the Procuring Agency.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.
- 12.4 The Proposal Securing Declaration/Bid Security [*to be decided by the procuring agency*]is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the Consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.
- 12.5 Any Proposal not accompanied by a Proposal Securing Declaration/Bid Security [*to be decided by the procuring agency*] shall be rejected by the Procuring Agency as non-responsive.
- 12.6 The Proposal Securing Declaration/Bid Security[*to be decided by the procuring agency*] of a Joint Venture/ Consortium must be in the name of the Joint Venture/ Consortium submitting the Proposal.
- b. Performance security**
- 12.7 The successful Consultant's Proposal Securing Declaration /Bid Security [*to be decided by the procuring agency*]will be discharged upon signing of the Contract with the Successful Consultant, and furnishing the performance security in accordance with Rule-56 of PPR-14 as specified in Data Sheet.

12.8 A Consultant shall be suspended from being eligible for tendering in any Contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration/Bid Security *[to be decided by the procuring agency]*:

(a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or

(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:

(i) sign the Contract, or

(ii) furnish the required performance security

c. Extension of Validity Period

12.9 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the Procuring Agency) after recording the reason(s) in writing. Such extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period or 180 days whichever is more. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period.

12.10 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.11 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

d. Substitution of Key Experts at Validity Extension

12.12 If any of the Key Experts become unavailable for the extended validity period or during the continuation of consultancy services, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. Finally, the Procuring Agency shall decide whether to accept the substitute or otherwise. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

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12.13 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.

e. Sub-Contracting 12.14 The Consultant shall not sub-contract the whole of the Services.

13. Clarification and Amendment of RFP 13.1 The Consultant may request a clarification of any part of the RFP to be received by the Procuring Agency at least three (03) days before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. The Procuring Agency will respond in writing, or by standard electronic means, and will send the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, but not later than three (03) Working Days prior to the Proposals' submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing, or by standard electronic means.

13.1.2 If the amendment is substantial, the Procuring Agency may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant who has already submitted the Proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP or even otherwise at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals 14.1 An Association (Joint Venture/ Consortium or Sub-Contractors) will only be allowed if expressly mentioned in the Expression of Interest or the RFP, as the case may be.

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14.2 The Procuring Agency has indicated in the **Data Sheet** whether the Contract would be “**Lump Sum Contract**” [in which the content, duration of the services and the required output are unambiguously defined]; “**Time Based Contract**” [when it is difficult to define the scope and the length of services]; “Hourly or Daily Rates Contracts” [for small projects, especially when the assignment is for less than a month]; and any other, based on combination of the above. The method to be used for selection of Consultant is also mentioned in the Data Sheet *[The Procuring Agency may use any method for selection of Consultant: Least Cost Selection (LCS), Quality and Cost Based Selection (QCBS) or Quality Based Selection (QBS), provided if any method is used other than LCS, reasons in writing may be recorded]*.

14.3 For assignments under the “lump sum Contracts”, total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. For time based Contracts, input time for the key experts may also be indicated. *[to be decided by the procuring agency as per requirement]*

14.4 A Procuring Agency may specify any other requirement related to the assignment or Contract, where required, not contrary to the PPR-14.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.3 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**. *[to be decided by the procuring agency as per requirement]*

a. Taxes

16.2 The Consultant and its Sub-Contractors and Experts are

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responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Procuring Agency's country is provided in the **Data Sheet**.

- b. Currency of Proposal** 16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- c. Currency of Payment** 16.4 Payment under the Contract shall be made in the currency or currencies in which the consultant is required to submit the financial proposal *[to be decided by the procuring agency]*.

C. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture/ Consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. In case of foreign bidder, who is part of the consortium or submitted its proposal independently, the authorized person of the bidder should submit its power of attorney duly attested by the foreign office. *[Details of attestation to be mentioned by the procuring agency]*
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

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17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, for “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE**[insert the time and date of the submission deadline indicated in the Data Sheet]”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency may reject the proposal and will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Agency no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party

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not officially concerned with the process, until the publication of the Evaluation Report.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procuring Agency on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored, until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals, the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture / Consortium, the name of the Joint Venture/ Consortium, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

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21. **Evaluation of Technical Proposals**
- 21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
22. **Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 Only the Financial Proposal of the technically top-ranked Consultant(as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. In case of failure to sign the contract with the highest ranked bidder provision of Rule-53(2) of PPR-14 may be invoked and procuring agency may proceed with next highest ranked bidder.
23. **Public Opening of Financial Proposals (for QCBS and LCS methods)**
- 23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the Consultant along with the technical scores. The Financial Proposals of non-responsive Consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they
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have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based Contract form is included in the RFP, in case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.2 If a Lump-Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. *[Details to be provided by the procuring agency]*

25. Taxes

25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall include applicable taxes and duties in accordance with the instructions in the **Data Sheet** as the same are constant for all. However, complete list of all taxes, direct and indirect, be made part of the Contract for ready reference and, later on, deduction from the remunerations to deposit with relevant tax authorities.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

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**27. Combined
Quality and Cost
Evaluation**

**a. Quality- and
Cost-Based Selection
(QCBS)**

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

**b. Quality-Based
Selection (QBS)**

27.2 In the case of QBS, full weightage is given to Technical Proposal only. The Consultant obtaining highest marks in technical evaluation is selected and invited for negotiations, as per rule 53 of PPR-14.





c. Least-Cost Selection

27.3 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those Consultants that achieved the minimum required technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency may proceed to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions on the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the Contract, so that the quality of the final product, or the relevance of the initial evaluation may not affect.

c. Financial Negotiations

28.6 Cost may be reduced, as per rule 53 of PPR-14, and it may also include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initialed by the Procuring Agency and the Consultant's authorized representative.

29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate the Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.

29.3 Grievance Period: The contract shall not be awarded earlier than the expiry of the Grievance Period. The Grievance period shall be ten (10) days. The Grievance period commences the day after the date the client has transmitted to each consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract.

29.4 Notification of Intention to Award: The client shall send to the Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- i. the name and address of the Consultant with whom the client successfully negotiated a contract;
- ii. the contract price of the successful proposal;
- iii. the names of all consultants included in the short list, indicating those that submitted proposals;
- iv. where the selection method requires, the price offered by each consultant as read out and as evaluated;
- v. the overall technical scores and scores assigned for each criterion and sub-criterion to each consultant;
- vi. the final combined scores and the final ranking of the consultants;

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vii. a statement of the reason(s) why the recipient's proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;

viii. Instruction on how to request a debriefing and/or submit a complaint during the Grievance period.

29.5 Notification of Award: Upon expiry of the grievance period and upon satisfactorily addressing any complaint that has been filed within that period, the client shall, send a notification of award to the successful consultant, confirming the client's intention to award the contract to the successful consultant and requesting the successful consultant to sign and return the draft negotiated contract after receipt of such notification.

30. Bid Security
[if applicable]

30.1 *[The procuring agency may decide to demand bid security from 0 to 5% of the estimated price alongwith the proposal to be submitted by consultant.]*

30.2 *[if the Procuring Agency decides to receive bid security it shall provide complete details regarding receipt and released of bid security in this clause as well as in Data Sheet and shall also harmonized the same with ITC 12.4 to 12.6 e.g. as follows:*

- *Bid security should submitted with technical proposal.*
- *Release of bid security of unsuccessful bidders should be after publication of evaluation. etc. etc.]*

31. Stamp Duty

31.1 Successful consultant shall be required to submit Stamp duty under stamp duty act 1899 for signing of contract as specified in Data Sheet.

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vii. a statement of the reason(s) why the recipient's proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;

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Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
2.1	<p>Name of the Procuring Agency: <u>Faisalabad Institute of Cardiology, Faisalabad.</u></p> <hr/> <p>Method of selection: <u>LCS</u> as per</p> <p>Applicable Selection Technique i.e. Least Cost Selection (LCS) or Quality & Cost Based Selection (QCBS) or Quality Based Selection (QBS)</p>
2.2	<p>Financial Proposal is to be submitted in separate envelope as per the Single Stage Two Envelop Bidding Procedure</p> <p>The name of the assignment is: <u>Require Consultant for Complete Report Regarding Evaluation / Inspection of Existing Electrical Wiring and Distribution (HT & LT) Panel of All Building FIC, Doctor Hostel and Nursing Hostel and to put up any improvement / changes alongwith cost estimate</u></p>
4.1	<i>[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]</i>
6.3.1	<p>A list of debarred firms and individuals is available at the PPRA website: <u>PPRA.punjab.gov.pk</u></p>
B. Preparation of Proposals	
9.1	<p>The language of the Bid is "English" .</p> <p>All correspondence shall be in [English.]</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p>

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	<p>For SIMPLIFIED TECHNICAL PROPOSAL (STP): 1st Inner Envelope with the Technical Proposal: 1. Power of Attorney to sign the Proposal 2. TECH-1</p> <p>Financial Proposal (if applicable): (1) FIN-1</p>
10.2	<p>Statement of Undertaking is required Yes _____, or No _____</p> <p><i>[If Yes, make sure to include paragraph (e) in Form TECH-1]</i></p>
11.1	<p>Association of Sub-Contractors, Key Experts and Non-Key Experts with more than one Consultant in a Proposal is not permissible.</p>
12.1	<p>Proposals shall be valid until [180 days from the date of tender opening]</p>
12.7 & 12.8	<p>The successful consultant shall be under an obligation to submit performance security @ 5% within 7 days of the demand by the procuring agency.</p>
13.1	<p>Clarifications may be requested no later than 3 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Purchase Department FIC, Faisalabad</p>
14.1	<p>Shortlisted and not-shortlisted other Consultants cannot associate with the bidding Consultants after submission of the Proposals to the Procuring Agency.</p>
14.4 and 27.2 use for Fixed Budget method [if applicable]	<p>The total available budget for this Fixed-Budget assignment is: _____ (inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected.</p> <p><i>[If inclusive, indicate tax estimates separately]</i></p>
15.2	<p>The format of the Technical Proposal to be submitted is: FTP _____ or STP _____ <i>[check the applicable format]</i></p>

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	Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<p><i>[A <u>Standard</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Procuring Agency wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms:</i></p> <p>(30) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services (as per Govt. of the Punjab rates) ;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Procuring Agency;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if applicable)]</i></p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i></p>
16.2	<p>A price adjustment provision, especially w.r.t changes in taxes/ rates/ fees/ duties if any, applies to remuneration rates or lump sum price: Yes _____ or No _____ Basis of inflation: local or foreign</p>
16.2 & 16.3	<p><i>[If there is no tax exemption in the Procuring Agency's country, insert the following:</i> "Information on the Consultant's tax obligations can be found [insert reference to the appropriate statutory clause or financial instrument]."</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants <i>[insert "shall" or "shall not"]</i> have the option of submitting

	<p>their Proposals electronically.</p> <p><i>[If “Yes”, insert: The electronic submission procedures shall be: [describe the submission procedure if any.]</i></p>
<p>17.4</p>	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and _____ <i>[insert number]</i> copies;</p> <p>(b) Financial Proposal: one (1) original.</p>
<p>17.7 and 17.9</p>	<p>The Proposals must be submitted no later than:</p> <p>Date: 05.09.2024</p> <p>Time: 11:00AM</p> <hr/> <p><i>[If appropriate, add translation of the warning marking [“Do not open....”] in the national language to the outer sealed envelope]</i></p> <p>The Proposal submission address is: <u>Conference Room FIC, Faisalabad.</u></p> <hr/>
<p>21.1 (for FTP)</p>	<p>[Notes for the procuring agency:</p> <ul style="list-style-type: none"> • <i>Mandatory Requirements: The section of <u>Mandatory Requirements</u> to establish eligibility should also be included in criteria. Minimum following information/criteria/requirements may be added in RFP documents for evaluation of bidder’s eligibility: based on the following criteria:</i> <p><i>“After establishment/confirmation of responsiveness of bids, the bids shall be evaluated for following minimum mandatory requirements:</i></p> <p><i>Submission of documents for</i></p> <ul style="list-style-type: none"> (a) <i>Legal Status of Firm</i> (b) <i>Nationality in confirmation of RFP document.</i> (c) <i>Affidavit for Non-Blacklisting”</i> (d) <i>The firm must have valid prequalification certificate from P&D Govt. of Punjab in electrical scope of work.</i> <ul style="list-style-type: none"> • <i>Criteria, sub-criteria and point system is mentioned in subject clause of data sheet. Evaluation criteria for technical evaluation of consultants shall include the following:</i> <ul style="list-style-type: none"> (a) <i>Experience: the consultants specialized skills, working on the similar assignment and access to particular technologies related to the assignment;</i> (b) <i>Financial capability: financial capability of the consultant may be</i>

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evaluated with a view to ensuring that the consultant can complete the assigned task in a timely manner;

*(c) **Approach and methodology:** the methodology proposed by the consultants shall be evaluated for its innovativeness and soundness;*

*(d) **Quality management:** the availability of a well-established quality management system may be taken into account for large and complex assignments; and*

*(e) **Staff proposed:** qualification and experience of the proposed staff of the consultant in the relevant field.]*

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals may include, inter alia, the following :

Points

(i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** [maximum points to be decided by Procuring Agency]

(ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):** maximum points to be decided by Procuring Agency]

(iii) **Key Experts' qualifications and competence for the Assignment:**
{*Notes to Consultant:* each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

a) *Position K-1: [Team Leader]* [Insert points]

b) *Position K-2: [Insert position title]* [Insert points]

c) *Position K-3:[Insert position title]* [Insert points]

Total points for criterion (iii): [maximum points to be decided by Procuring Agency]

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

30) General qualifications (general education, training, and experience):
_____ [insert weight between _____ %]

2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : [insert weight between _____ %]

3) [If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local

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	<p>culture or administrative system, government organization, etc.): <i>[insert weight between _____ %]</i></p> <p style="text-align: right;">Total weight: _____%</p>
25.1	<p>For the purpose of the evaluation, the Procuring Agency will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the Contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Agency's country; as the same are constant for all. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line. All taxes will invariably be included in the remuneration of the Consultants or cost of the Contract. The Procuring Agency may deduct those taxes which are to be deposited with the relevant tax authorities.</p>
	D. Negotiations and Award
29.1	<p>The publication of the Contract award information following the completion of the Contract negotiations and Contract signing will be done as following: _____ <i>[insert the website(s) address where the information will be published.]</i></p> <p>The publication will be done within <i>[insert number of]</i> days after the Contract signing.</p>
30.1, 12.4, 12.5 & 12.6 [if applicable]	<p><i>[Details regarding receipt (from 0 to 5% as per Rule 27 of PPR-14) & release of Proposal Securing Declaration / Bid Security are to be provided by the Procuring agency]</i></p>
31.1	<p>Successful consultant shall be required to submit Stamp duty (under Stamp Duty Act 1899) within _____ days of the demand by the procuring agency for signing of contract.</p>

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FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Agency]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for {Insert title of assignment} in accordance with your Request for Proposal dated {Insert Date} and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP]* We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope *[or, if only a Technical Proposal is invited]* We are hereby submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.

{If the Consultant is a Joint Venture/ Consortium, insert the following:} We are submitting our Proposal a Joint Venture/ Consortium with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy of the JV/ Consortium agreement signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said Joint Venture/ Consortium.

OR

{If the Consultant's Proposal includes Sub-Contractors, insert the following:} We are submitting our Proposal with the following firms as Sub-Contractors: {Insert a list with full name and address of each Sub-Consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until {insert day, month and year in accordance with ITC 12.1}.
- (c) We have no conflict of interest in accordance with ITC 3.

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- (d) *[Only if required in ITC10.2 (Data Sheet 10.2), include the following:]*In competing for and, if the award is made to us, in executing the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Province of the Procuring Agency.
- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant {Company's name or JV's/ Consortium name}: _____

In the capacity of: _____

Address: _____


Contact information {phone and e-mail}: _____

{For a Joint Venture/ Consortium, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Section 6. Corrupt Practices

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

[(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process
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Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

17A. Blacklisting.— (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

21. Blacklisting.—(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

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(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
2. The show cause notice shall contain:
 - (a) precise allegation, against the bidder or Contractor;
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.
4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

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5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.
7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
12. The Authority shall immediately publish the information and decision of blacklisting on its website.
13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.

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16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

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Section 7. Terms of Reference

1. Background _____
2. Objective(s) of the Assignment _____
3. Scope of Services, Tasks (Components) and Expected Deliverables
 - 3.1 _____
 - 3.2 [indicate if downstream work is required]
 - 3.3 [indicate if training is a specific component of the assignment]
 - 3.4 _____
 - 3.5 _____

[Note for the Procuring Agency: Appropriate scope of services for the Consultant for Environmental and Social (ES) may be carefully delineated. Ensure that the Contractor fulfills its Environmental and Social (ES) obligations under the Contract. This may include, but not limited to the following]:

- (i) review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's Contract (normally not less than once every 6 months);
- (ii) review all other applicable Contractor's documents related to ES aspects including the health and safety manual, security management plan and SEA and SH prevention and response action plan;
- (iii) review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
- (iv) undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its Contract, to verify the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);
- (v) undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);
- (vi) determine remedial action/s and their timeframe for implementation in the event of non-compliance with the Contractor's ES obligations;
- (vii) ensure appropriate representation at relevant meetings, including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;
- (viii) monitor that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's Contractual obligations;

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- (ix) review and critique, in a timely manner, the Contractor's ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
- (x) undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;
- (xi) establish and maintain a grievance redressal mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH.

[Note for the Procuring Agency: May include the following additional tasks if the Consultant is being employed for supervision of Works Contract:]

- (xii) carry-out the following activities consistent with the Works Contract to be supervised including but not limited to the following:
 - (a) support the Works procuring agency to organize an SEA/SH conference, ensure appropriate representation in the conference and follow-up of any agreed actions by the attendees;
 - (b) monitor Contractor's compliance with its SEA/SH Prevention and Response Obligations, and take appropriate Contractual actions if non-compliance is identified;
 - (c) ensure that any allegation of SEA and/or SH that are received by the Consultant are documented, maintaining appropriate confidentiality, and promptly submitted to the Procuring agency and the Contractor;
 - (d) prior to its engagement for the Works, verify that, a sub-Contractor not named in the Contract, is qualified in accordance with the provisions of the SEA/ SH performance declaration for sub-Contractors;
 - (e) provide appropriate support and relevant documents to resolve the disputes;
- (xiii) ***[Note for the Procuring Agency: add/ delete any appropriate tasks, ensuring consistency with the Consultant's Contract conditions and the Contractor's Contract].***

4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)

5. Reporting Requirements and Time Schedule for Deliverables

[Note for the Procuring Agency: may, inter alia, list the following:]

- (a) format, frequency, and contents of reports;
- (b) Dashboards to monitor progress against deliverables/ scope of work;

- (c) number of copies, and requirements to electronic submission (or on CD ROM/ USB). Final reports shall be delivered in CD ROM/ USB in addition to the specified number of hard copies;
- (d) dates of submission;
- (e) persons (indicate names, titles, submission address) to receive them;
- (f) methods of verification of the satisfactory completion of the Deliverables etc.

[Note for the Procuring Agency: If the Services consist of or include the supervision of infrastructure (such as Plant or Works), may include the following on ES reporting:]

- (e) Immediately notify the Procuring Agency of any failure by the Contractor to comply with its SEA and SH obligations;
- (f) Immediately notify the Procuring Agency of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Procuring Agency's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the Consultant shall provide full details of such incidents or accidents to the Procuring Agency within the timeframe agreed with the Procuring Agency;
- (g) Immediately inform and share with the Procuring Agency notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required from the Contractor as part of the Progress Reporting;
- (h) Share with the Procuring Agency in a timely manner the Contractor's ES metrics, as required from the Contractor as part of the Progress Reports."

6. Procuring Agency's Input and Counterpart Personnel

- (a) Services, facilities and property to be made available to the Consultant by the Procuring Agency: _____ [list/specify]
- (b) Professional support to be assigned by the Procuring Agency to the Consultant's team: _____ [list/specify]

7. Environmental and Social Policy

[Note to Procuring Agency: for supervising infrastructure (such as Plant or Works) Contracts:]

The Procuring Agency should attach or refer to the Procuring Agency's environmental, social, health and safety policies that will apply to the project. If these are not available, the Procuring Agency should use the above guidance in drafting an appropriate policy.

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